

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re
Ty Joshua Kirkpatrick

Debtor

Case No. 24-62091-tmr13

Amended

**NOTICE OF HEARING ON MOTION
FOR RELIEF FROM DEBTOR'S
AUTOMATIC STAY IN A CHAPTER 7/13
CASE, AND/OR CODEBTOR'S STAY IN
A CHAPTER 13 CASE**

The attached objection, filed by completing the "objection" portions of the original motion, filed for the respondent, Ty Joshua Kirkpatrick, who is the (for example, debtor, codebtor, or trustee) Debtor, is in response to the motion for relief from stay filed on behalf of movant Easy Street Capital CA, LLC.

The name and service address of the respondent's attorney (or respondent, if no attorney) are:

**Ty Joshua Kirkpatrick
500 Ewe Creek Road
Grants Pass, OR 97526**

(If debtor is respondent) The debtor's address and Taxpayer ID#(s) (last 4 digits) are:
**500 Ewe Creek Road
Grants Pass, OR 97526
0959**

NOTICE IS GIVEN that:

A telephone hearing on the motion, at which witnesses may not testify, will be held as follows:

Date: 12/17/2024

Time: 1:30 pm

Call In Number: (855) 244-8681

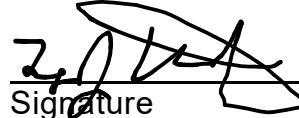
Access Code: 2318 713 5942

If you have problems connecting, call the court at (503) 326-1500 or (541) 431-4000.

TELEPHONE HEARING REQUIREMENTS

1. You must call in and connect to the telephone hearing line or personally appear in the judge's courtroom no later than your scheduled hearing time. The court will not call you.

2. You may be asked to call again from another phone if your connection is weak or creates static or disruptive noise.
3. Please mute your phone when you are not speaking. If you do not have a mute function on your phone, press *6 to mute and *6 again to unmute if you need to speak. Do not put the court on hold if it will result in music or other noise. If available, set the phone to "Do Not Disturb" so it will not ring during the hearing.
4. When it is time for you to speak, take your phone off the "speaker" option or headset to minimize background noise and improve sound quality. Position the telephone to minimize paper rustling. Do not use a keyboard or talk with others in the room. Be aware that telephone hearings may be amplified throughout the courtroom.
5. Do not announce your presence until the court calls your case. Simply stay on the line, even if there is only silence, until the judge starts the hearings, and then continue to listen quietly until your case is called.
6. Whenever speaking, first identify yourself.
7. Be on time. The judge may handle late calls the same as a late appearance in the courtroom.



Signature

I certify that: (1) the objection was prepared on a copy of the original motion; (2) if the objection was electronically filed, it was prepared using the fillable PDF version of the motion unless the motion was filed on paper and could not be otherwise electronically obtained from the movant; and (3) that on 12/10/2024 this notice and the objection were served on the movant's attorney (or movant, if no attorney) at the address shown in the notice of motion.



Signature
Respondent
Relation to Respondent

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGONIn re
Ty Joshua Kirkpatrick

Debtor

Case No. 24-62091-tmr13 Amended**[Check all applicable boxes]****CHAPTER 7/13 MOTION FOR RELIEF FROM** Debtor Chapter 13 Codebtor Stay**Filed by Movant:****Easy Street Capital CA, LLC****Objection to Stay Motion filed by Respondent:****Ty Joshua Kirkpatrick**

Instructions to movant: You must file this motion with a notice of motion on [Local Bankruptcy Form \(LBF\) 720](#). See [LBF 720.50](#), Procedures re: Motions for Relief from Stay, for more information.

1. Debt, Default, Other Encumbrances, Description and Value of Collateral [To be completed by movant]

- a. Description of collateral [e.g., car model, year, and VIN, or property address]:
3621 Cerrito Street, Santa Ynez, CA 93460
- b. Amount of debt: \$ 1,129,737.76, consisting of principal of \$ 908,080.00, interest of \$ 234,761.38, and other:
Escrow: \$8,098.83; Construction Holdback: (\$28,080.00); Fees & Costs: \$6,877.55
This is the approximate balance due as 11/06/2024.
- c. Description, amount, and priority of other encumbrances on collateral. If not known, include applicable information from debtor's schedules if available on PACER:

Total debt secured by collateral [1.b. + 1.c.]: \$ 1,129,737.76.

- d. Value of collateral: \$ **1,129,400.00.
Equity in collateral: \$ 0.00, after deducting \$ 100,000.00 of liquidation costs.
- e. Current monthly payment: \$ _____.
- f. If Chapter 13:
 - (1) \$ _____ postpetition default consisting of [e.g., \$ _____ payments, \$ _____ late charges, \$ _____ fees]:

(2) \$ _____ prepetition default consisting of amounts specified in proof of claim, or, consisting of:

g. If Chapter 7, total amount of default: \$ _____.

OBJECTION [Identify specific items disputed and specify what you contend are the pertinent facts, including why there is a postpetition default, if applicable; to be completed by respondent]:

2. **Relief from Stay Should be Granted Because:** [Check all that apply; to be completed by movant]:

- Lack of insurance on collateral.
- No equity in the collateral and the property is not necessary for an effective reorganization.
- Failure of debtor to make Chapter 13 plan payments to the trustee.
- Failure of debtor to make direct payments required by Chapter 13 plan.
- Other [describe]:

Debtor was a guarantor only for a loan from Creditor to Anthony Burnett. Debtor filed the current petition before a scheduled trustee's sale but did not timely file schedules or otherwise provide evidence of a legal or equitable interest in the Property prior to the foreclosure sale.

OBJECTION [Specify why relief from stay should be denied. If respondent proposes to cure a postpetition default, detail the cure by attaching a proposed order using LBF 720.90 available at <https://www.orb.uscourts.gov> under Forms/Local Forms; to be completed by respondent]:

Easy Street Capital CA, LLC was provided evidence of my initial filing in this matter on September 18, 2024. I have attached the email to Missy@easystreet.com which includes (2) attachments. Those attachments are (1) Notice of Bankruptcy Filing 09-18-2024 and A copy of the Warranty Deed from Anthony Burnett transferring ownership interest to me on 06-11-2024. Easy Street Capital CA, LLC stopped foreclosure immediately. They re-set the sale to 11-06-2024 and I provided evidence of active bankruptcy notice was sent via email which I have attached to this objection.

3. **Background** [To be completed by movant)

a. Date petition filed: 09/17/2024 Current Chapter: 13 (7 or 13)

If 13, current plan date 11/14/2024 Confirmed: Yes No

If 13, treatment of movant's prepetition claim(s) in plan:

Debtor's plan fails to provide funding adequate to make any payment on the obligation. Debtor's filed schedules do not indicate an ability to confirm an adequately funded plan

If 7, debtor has has not stated on Official Form B 108 that debtor intends to surrender the collateral.

b. Movant has a lien on the collateral by virtue of [check all applicable sections, see also paragraph 6 below]:

Security agreement, trust deed, or land sale contract dated 12/12/2022 and any assignment of that interest to movant. The security interest was perfected as required by applicable law on 01/04/2023.

Retail installment contract dated _____ and any assignment of that interest to movant. The security interest was perfected on the certificate of title on _____.

Other [describe]:

OBJECTION [*Identify any disputed items and specify the pertinent facts; to be completed by respondent*]:

Easy Street Capital CA, LLC states that the plan which I filed does not provide adequate to make any payment on the obligation. The monthly payments associated with the plan shall come from the tenant that is severly in default on his obligations. I could not confirm this as income as it was not confirmed to me at the time that the plan was filed. That being said monthly payments will be paid.

4. Request for Relief from Codebtor Stay [Chapter 13 only]

a. Anthony Burnett, whose address is 2111 Meadow Glen, Grants Pass, OR
97527, is a codebtor on the obligation described above, but is not a debtor in this bankruptcy.

b. Movant should be granted relief from the codebtor stay because [check all that apply]:

codebtor received the consideration for the claim held by movant debtor's plan does not propose to pay movant's claim in full movant's interest would be irreparably harmed by continuation of the codebtor stay as a result of the default(s) described above because:

The party defined as the codebtor in this motion is the primary borrower. Debtor is a party that asserts an interest in the Property but that interest remains unconfirmed as of the date of this motion

OBJECTION [*Identify any disputed items and specify the pertinent facts; to be completed by respondent*]:

Anthony Burnett is the co-debtor is the primary borrower. Anthony Burnett transferred 50% legal interest to me on 06-11-2024 via an unrecorded warranty deed. Additionally, the down payment on the property was provided by me. This was fully disclosed at the time the loan application was taken and it was my bank statements not Mr. Burnett's who was used to qualify the loan. It was for this reason I was required by Easy Street Capital Ca, LLC to sign the guarantee and exactly the same reason that Easy Street Capital CA, LLC has been communicating with me this entire process. I have been involved

5. Other Pertinent Information [To be completed by movant, if applicable]:

A copy of the Note is attached hereto as Exhibit "1", a copy of the recorded Deed of Trust is attached hereto as Exhibit "2", and a copy of the Guaranty is attached hereto as Exhibit "3".

**Property value based on third party successful bid at November 6, 2024 foreclosure sale

OBJECTION [*Identify any disputed items and specify the pertinent facts; to be completed by respondent*]:

Email on 09-17-2024 showing evidence of intent to sale Exhibit A-1, A-2, A3, A-4, A-5

Email on 09-18-2024 showing evidence of ownership and notice of bankruptcy filing Exhibit B-1, B-2, and B-3

Email on 11-05-2024 showing bankruptcy order, case summary, case status, and order Exhibit C-1, C-2, C-3, and C-4.

6. Relief Requested [Check all applicable sections; to be completed by movant]:

Movant requests relief from the automatic stay to allow it to foreclose its lien on the collateral and to take any necessary action to obtain possession of the collateral.

Movant has a security interest in real property and requests relief from stay of an act against the collateral and that the relief be binding in any other bankruptcy case purporting to affect the collateral filed not later than 2 years after the date of the entry of an order granting this motion. *[If you check this box, you must complete paragraph 5 above to support this request. If you do not do so, the Court will not grant relief binding in any other bankruptcy case.]*

Movant requests that the 14-day stay provided by FRBP 4001(a)(3) be waived based on the following cause:

The property has been sold to a third party via a trustee's sale held before confirmation of Debtor's interest in the Property. The third party should not be required to delay further in securing and preserving the Property

Other [describe and explain cause]:

Creditor seeks annulment of the automatic stay as (1) Creditor held the sale without notice of the Debtor's alleged interest in the Property and would be unduly prejudiced by imposition of a stay; (2) the Debtor is not the primary borrower and no party made payment on the obligation for 18 months pre-petition; and (3) the Debtor has no capacity or ability to confirm a plan treating the debt.

OBJECTION [Identify any disputed items and specify the pertinent facts. If respondent agrees to some relief, attach a proposed order using [LBF 720.90](#) available at <https://www.orb.uscourts.gov> under Forms/Local Forms; to be completed by respondent]:

Sold to a third party via a trustee sale held with the full knowledge that Easy Street Capital Ca, LLC blatantly and wilfully ignored documentation provided on 09-18-2024 and again reinstated documentation provided on 11-05-2024. Easy Street Capital Ca, LLC should have to reverse the sale processed on 11-06-2024. This a true statement that no interests payments have been made since 05-01-2024 however communication and negotiation to payoff the debt has been occurring including and not limited to prior to filing of bankruptcy and remedy to pay them off in entirety provided in Sept.

7. Documents:

If movant claims to be secured in paragraph 3.b. above, movant has attached to and filed with this motion a copy of the documents creating and perfecting the security interest, if not previously attached to a proof of claim.

If this case is a chapter 13 case and the collateral is real property, movant has attached to and filed with this motion a postpetition payment history current to a date not more than 30 days before this motion is filed, showing for each payment the amount due, the date the payment was received, the amount of the payment, and how movant applied the payment.

RESPONDENT requests movant provide respondent with the following document(s), if any are marked below, which are pertinent to this objection:

Postpetition payment history, if not required above.

Documents establishing that movant owns the debt described in paragraph 1 or is otherwise a proper party to bring this motion.

Other document(s) [describe]:

Movant shall provide copies of all emails between escrow, lender, and David Wilson (broker) who negotiated terms with Easy Street Capital Ca, LLC including but not limited to communications concerning down payment source.

Movant/Attorney

Signature: /s/ Lance E. Olsen

Name: Lance E. Olsen

Address: 920 SW 3rd, 1st Floor

Portland, OR 97204

Email: lolsen@mccarthyholthus.com

Phone #: 206 596-4843

OSB#: 971590

Respondent /Attorney

(By signing, the respondent also certifies that the respondent has not altered the information completed by movant.)

Signature: 

Name: Ty Joshua Kirkpatrick

Address: 500 Ewe Creek Road

Grants Pass, OR 97526

Email: Consultingdirect08@gmail.com

Phone #: 346-717-6613

OSB#: _____

You are hereby notified that the creditor is attempting to collect a debt and any information obtained will be used for that purpose.



Ty Kirkpatrick <consultingdirect08@gmail.com>

3621 Cerrito Street

2 messages

Ty Kirkpatrick <consultingdirect08@gmail.com>

Tue, Sep 17, 2024 at 10:21 AM

To: Missy Hileman <Missy@easystreetcap.com>, Ty Kirkpatrick <consultingdirect08@gmail.com>

Missy,

Please see the attached:

1. Purchase and Sales Agreement
2. Conditional Loan Approval
3. Proof of Funds from Buyer

--

Ty J. Kirkpatrick
President

"Obedience to God is the application of faith, which is the key to Salvation"

Consulting Direct Inc.

346-717-6613 Direct Line
Consultingdirect08@gmail.com

PRIVILEGED AND CONFIDENTIAL

This communication is covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521 and contains information that is legally privileged, confidential and/or exempt from disclosure. This information is intended only for the use of the individual or entity named above. If the reader of this communication is not the intended recipient, you are hereby notified that any dissemination, distribution, use or copying of this communication or the information contained herein, in whole or in part, is strictly prohibited. If you have received this communication in error, please immediately notify us and destroy all copies of this communication in your possession. Thank you.

3 attachments

- Purchase Agreement (Fully Executed)- Cerrito.pdf**
150K
- preliminary-term-sheet (2).pdf**
135K
- proof-of-funds (1).pdf**
109K

Missy Hileman <Missy@easystreetcap.com>
 To: Ty Kirkpatrick <consultingdirect08@gmail.com>

Tue, Sep 17, 2024 at 10:23 AM

Hi Ty,

Received - Thank you. Let me pass this along to management.

Kind Regards,

Missy Hileman | Portfolio Manager

512-271-2471 | Missy@easystreetcap.com



From: Ty Kirkpatrick <consultingdirect08@gmail.com>

Sent: Tuesday, September 17, 2024 12:21 PM

To: Missy Hileman <Missy@easystreetcap.com>; Ty Kirkpatrick <consultingdirect08@gmail.com>

Subject: 3621 Cerrito Street

[Quoted text hidden]

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into as of this 7th day of September, 2024 (the "Effective Date") by and between Ruthie Jackson-Bynum and/or Assigns ("Buyers") and Anthony Burnett and Ty J. Kirkpatrick. ("Seller"), as follows:

RECITALS:

WHEREAS, Sellers are the owner of the property located at and identified as: **3621 Cerrito Street, Santa Ynez, CA 93460** ("Property");

WHEREAS, Sellers wish to sell and Buyers wish to buy the Property for the consideration and pursuant to the terms herein; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and sale aforementioned, it is hereby agreed as follows:

1. **PURCHASE AND SALE.** Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Sellers shall transfer via warranty deed the Property to Buyers in consideration of the purchase price set forth in this Agreement.

2. **PURCHASE PRICE.** The purchase price for the Property shall be \$1,350,000.00 payable as follows:

| | |
|-----------------|---------------|
| \$ 5,000.00 | Earnest Money |
| \$ 295,500.00 | Down Payment |
| \$ 1,000,000.00 | New Mortgage |

2.1 Seller shall pay 3% of the purchase price as Buyers closing costs.

3. **CLOSING OF THIS TRANSACTION.** The Closing of this Purchase and Sale shall take place on or before November 1, 2024 from the full execution of this Agreement, but only once all of the following have occurred:

3.1 **Buyers' Deliveries.** Delivery to Sellers all of the deliveries of Buyers made pursuant to the above together with the following:

3.1.1 All of the Purchase Consideration, as described above.

3.2 **Sellers' Deliveries.** Delivery to Buyers all of the deliveries of Sellers made pursuant to the above together with the following:

3.2.1 Warranty Deed transferring the Property to Buyers.

3.2.2 Buyers shall also obtain a title commitment containing only standard ALTA exceptions.

4. **LEGAL POWER, RIGHT AND AUTHORITY.** Sellers and Buyers are duly organized, validly existing, in good standing, and qualified to conduct its business and has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement and will have taken all requisite action in connection with entering into this Agreement and the consummation of the transactions contemplated by this Agreement. The individuals executing this Agreement on behalf of Seller and Buyer have the legal power, right, and actual authority to bind Seller and Buyer to the terms and conditions of this Agreement. This Agreement and all documents required by this Agreement to be executed by Seller and Buyer are valid, legally binding obligations and are enforceable against Seller and Buyer in accordance with their terms.
5. **FURTHER ASSURANCES.** Each party to this Agreement shall execute and deliver instruments and documents and take all actions as may be reasonably required or appropriate to carry out the purposes of this Agreement.
6. **ATTORNEYS' FEES.** The prevailing party in any litigation, arbitration, mediation, bankruptcy, insolvency or other proceeding ("Proceeding") relating to the enforcement or interpretation of this Agreement may recover from the unsuccessful party all costs, expenses, and reasonable actual attorneys' fees (including expert witness and other consultant fees and costs) relating to or arising out of (a) the Proceeding (whether or not the Proceeding proceeds to judgment), and (b) any post-judgment or post-award proceedings including, without limitation, one to enforce or collect any judgment or award resulting from the Proceeding. All such judgments and awards shall contain specific provisions for the recovery of all such subsequently incurred costs, expenses, and actual attorneys' fees.
7. **GOVERNING LAW, VENUE AND JURISDICTION.** The Agreement is governed by and construed in accordance with the laws of the State of Oregon. All actions and proceedings arising in connection with this Agreement must be tried and litigated exclusively in the State and Federal courts located in the State of Oregon, which courts have personal jurisdiction in any action against it as contemplated by this Section by registered or certified mail, return receipt requested, postage prepaid, or its address for the giving of notices set forth in this Agreement.
8. **NOTICES.** Each notice and other communication required or permitted to be given under this Agreement ("Notice") must be in writing. Notice is duly given to another party upon; (a) hand delivery to other party, (b) receipt by the other party set forth below (provided, however, that unless the Notice is acknowledged as having been received by this recipient, the Notice is not effective unless a duplicate copy of the facsimile Notice or electronic mail Notice is promptly given by one of the other methods permitted under this Section), (c) three (3) business days after the Notice has been deposited with the United States postal service as first class certified mail, return receipt requested, postage prepaid, and addressed to the party as set forth below, or (d) the next business day after the Notice has been deposited with a reputable overnight delivery service, postage prepaid, addressed to the party as set forth below with next-business day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery-service-provider.

If to Sellers, to: Anthony Burnett
2111 Meadow Glen
Grants Pass, OR 97527

Ty J. Kirkpatrick
560 N.E. F Street, Suite A501
Grants Pass, OR 97526

If to Buyers, to: Ruthie Jackson-Bynum
9010 Sheep Ranch Court
Las Vegas, NV 89143

Each party shall make reasonable, good faith effort to ensure that it will accept or receive Notices to it that are given in accordance with this Section. A party may change its address for purposes of this Section by giving the other party written notice of a new address in the manner set forth above.

9. **ENTIRE AGREEMENT; BINDING EFFECT.** This Agreement and all documents specifically referred to and executed in connection with this Agreement: (a) contain the entire and final agreement of the parties to this Agreement with respect to the subject matter of this Agreement, (b) supersede all negotiations, stipulations, understandings, agreements, representations and warranties, if any, with respect to such matter, which precede or accompany the execution of this Agreement, and (c) there shall be no obligations, financial, or otherwise, other than those expressly stated herein. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

10. **HEADINGS.** The headings in this Agreement are inserted for convenience only and shall not constitute as part hereof.

11. **EXPENSES.** The parties hereto shall bear their respective expenses incurred in connection with the negotiation, execution and performance of this Agreement without obligation to pay or contribute to the expenses incurred by any other party. The Seller and the Buyer shall each be responsible for all their own Professional and Transactional Fees and the Company shall not have any liability therefore.

12. **AMENDMENT.** This Agreement may be amended, modified, superseded or cancelled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed on behalf of all the parties hereto or, in the case of a waiver, by the party waiving compliance.

13. **WAIVER.** The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right to enforce that provision or any other provision hereof at any time thereafter, except as specifically limited herein.

14. **DRAFTING AMBIGUITIES.** Each party to this Agreement reviewed and revised this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party or in favor of the party receiving a particular benefit under an agreement may not be employed in the interpretation of this Agreement or any amendment to this Agreement. Each party has been represented by independent counsel.

15. **PARTIAL INVALIDITY.** Each provision of this Agreement is valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement (or the application of such provision to any person or circumstance) is or becomes invalid or unenforceable, the remainder of the Agreement, and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

16. **TIME OF THE ESSENCE.** Time is deemed to be of the essence with respect to all of the terms, covenants, representations and warranties of this Agreement.

17. **COUNTERPARTS; FACSIMILE SIGNATURE.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Each of the parties to this Agreement agrees that a signature affixed to a counterpart of this Agreement and delivered by facsimile or other electronic transmission by any person is intended to be its, his or her signature and shall be valid, binding and enforceable against such person.

18. **BUYER CONDITIONS:**

1. The sale contemplated herein is subject to a third party appraisal and the subject property must appraise at no less than \$1,350,000.00 in order for Buyer to be legally obligated to purchase the property.
2. Satisfactory condition of the title to the subject property to be approved by Buyer and/or Buyer's Lender.

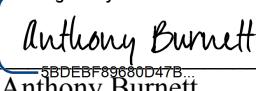
[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date first above written.

AGREED AND ACCEPTED:

SELLERS:

ANTHONY BURNETT

Signed by:
By: 
Anthony Burnett

Date: 9/17/2024

TY J. KIRKPATRICK

Signed by:
By: 
Ty J. Kirkpatrick

Date: 9/17/2024

BUYERS:

RUTHIE JACKSON-BYNUM


Ruthie Jackson-Bynum

Date: 09-07-2024



28 N Main St, Suite 202, West Hartford, CT 06107

PRELIMINARY TERM SHEET

09/17/2024

| Loan Info | | Preliminary Loan Terms | |
|------------------------------|---------------------------------------|-----------------------------------|---|
| Address | 3621 Cerrito St, Santa Ynez, CA 93460 | Total Loan Amount | \$1,050,000 |
| Loan # | 40480 | Upfront Loan Amount | \$1,000,000 |
| Property Type | 1 - 4 Family | Rehab Reserves | \$50,000 |
| Number of Units | 1 | Term | 12 months |
| Entity | To be provided | Interest Rate | 11.25% |
| Loan Program | Fix & Flip | Amortization Type | Interest Only |
| Loan Purpose | Purchase | Origination Fee | 1.5% |
| Purchase Price | \$1,350,000 | Prepayment Penalty | None (minimum 1 month of interest required) |
| Total Rehab Budget | \$50,000 | Interest Type | Full |
| Estimated As Is Value | \$1,350,000 | Approximate Monthly Payment | \$9,844 |
| Estimated After Repair Value | \$1,500,000 | | |
| Loan Leverages | | Estimated Costs | |
| Loan to Cost (LTC) | 75% | Down Payment | \$350,000 |
| After Repair Value (ARV) | 70% | Origination Fee | \$15,750 |
| Loan To Value (LTV) | 74.1% | Prepaid Interest | \$9,844 |
| | | Underwriting Fee | \$1,000 |
| | | Legal Fee | \$1,350 |
| | | Title and Insurance Review Fee | \$500 |
| | | Borrower Cash Required at Closing | \$378,444 |

Subject to underwriting review. Final term sheet will be issued after confirmation of values.

Valid until 10/17/2024

No secondary financing or liens of any kind are allowed for the duration of the loan.



NEW SILVER LENDING, LLC
28 N Main St, Suite 202, West Hartford, CT 06107

Prequalification Letter

Date: 09/17/2024

Property: 3621 Cerrito St, Santa Ynez, CA 93460

This letter is to inform you that Ruthie Jackson-Bynum has been pre-approved for a loan of up to \$1,350,000 for the above-reference property with New Silver Lending, LLC.

New Silver Lending, LLC is a private lender specializing in rehab financing.

- Final loan approval is subject to complete underwriting review of the borrowing entity, guarantor(s), transaction details, the collateral property values, and all required due diligence.
- This pre-qualification expires on 10/17/2024.

Please contact loans@newsilver.com if you have any questions.



Ty Kirkpatrick <consultingdirect08@gmail.com>

24-62091-tmr13 Ty Kirkpatrick (Notice of 341 A Hearing attached)

Ty Kirkpatrick <consultingdirect08@gmail.com>

Wed, Sep 18, 2024 at 3:54 AM

To: Missy Hileman <Missy@easystreetcap.com>, Ty Kirkpatrick <consultingdirect08@gmail.com>

Missy,

Please see the attached documents

Bankruptcy Petition #: 24-62091-tmr13

2 attachments

24-62091 - tmr13 Ty Kirkpatrick.pdf
21K

deed(2) 18-Sep-2024 03-51-11.pdf
1234K

Information to identify the case:

| | | |
|----------------------------------|--|---|
| Debtor 1: | Ty Joshua Kirkpatrick | Social Security number or ITIN: xxx-xx-0959 |
| | First Name Middle Name Last Name | EIN: _____ |
| Debtor 2: (Spouse, if filing) | First Name Middle Name Last Name | Social Security number or ITIN: _____ |
| | | EIN: _____ |
| United States Bankruptcy Court: | District of Oregon | Date case filed for chapter: 13 9/17/24 |
| Case number: | 24-62091-tmr13 | |

Official Form 309I**Notice of Chapter 13 Bankruptcy Case**

12/20

For the debtors listed above, a case has been filed under chapter 13 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read all pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors, the debtors' property, and certain codebtors. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

Confirmation of a chapter 13 plan may result in a discharge. Creditors who assert that the debtors are not entitled to a discharge under 11 U.S.C. § 1328(f) must file a motion objecting to discharge in the bankruptcy clerk's office within the deadline specified in this notice. Creditors who want to have their debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office by the same deadline. (See line 13 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at <https://pacer.uscourts.gov>).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

| | About Debtor 1: | About Debtor 2: |
|---|---|---|
| 1. Debtor's full name | Ty Joshua Kirkpatrick | |
| 2. All other names used in the last 8 years | | |
| 3. Address | 500 Ewe Creek Road Grants Pass, OR 97526 | |
| 4. Debtor's attorney Name and address | None | Contact phone 346-717-6613 |
| 5. Bankruptcy trustee Name and address | Naliko Markel Office of the Standing Chapter 13 Trustee 400 E. 2nd Ave Ste 200 Eugene, OR 97401 | Contact phone 541-343-1555 |
| 6. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at https://pacer.uscourts.gov . | 405 E 8th Ave #2600 Eugene, OR 97401 | Office Hours 9:00 a.m. – 4:30 p.m. Contact phone 541-431-4000 Date: 9/17/24 |

For more information, see pages 2 & 3

Debtor Ty Joshua Kirkpatrick

Case number 24-62091-tmr13

7. Meeting of creditors

Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.

November 7, 2024 at 10:00 AM The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket. Photo ID is required. Debtors must also provide proof of reported social security numbers (for example, social security card; medical insurance card; pay stub; W-2 form; IRS form 1099; or Social Security Admin.report).

Location:
Zoom video meeting. Go to Zoom.us/join, Enter Meeting ID 721 872 8299, and Passcode 8153280214, OR call 1-458-400-2516
For additional meeting information go to www.justice.gov/ust/moc.

8. Deadlines

The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.

Deadline to file a complaint to challenge dischargeability of certain debts:

Filing deadline: 60 days after the first date set for the Meeting of Creditors

You must file:

- a motion if you assert that the debtors are not entitled to receive a discharge under U.S.C. § 1328(f)
- a complaint if you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4).

Deadline for all creditors to file a proof of claim (except governmental units):

Filing deadline: 11/26/24

Deadline for governmental units to file a proof of claim:

Filing deadline: See Fed. Rule Bankr. Proc. 3002(c)(1)

Deadlines for filing proof of claim:

A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be completed and filed at <https://www.orb.uscourts.gov> or any bankruptcy clerk's office. **Please file proof of claim electronically at <https://www.orb.uscourts.gov>. No login or password is required.** If you do not file a proof of claim by the deadline, you might not be paid on your claim. To be paid, you must file a proof of claim even if your claim is listed in the schedules that the debtor filed. Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.

Deadline to object to exemptions:

Filing deadline: 30 days after the conclusion of the meeting of creditors

The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.

9. Filing of plan

If the debtor has filed a plan, it is enclosed with this notice. If the debtor has not yet filed a plan, it will be sent separately. A hearing on confirmation, at which testimony will not be received, will be held on: **12/3/24 at 10:00 AM**, Location: **Video Hearing – To connect, see www.orb.uscourts.gov/video-hearings**

The Court may enter an order confirming a proposed plan before the scheduled hearing date if no timely objections are filed. See the "Objections to Confirmation" explanation on page 3 for procedural details.

10. Creditors with a foreign address

If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadline in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.

11. Filing a chapter 13 bankruptcy case

Chapter 13 allows an individual with regular income and debts below a specified amount to adjust debts according to a plan. A plan is not effective unless the court confirms it. You may object to confirmation of the plan and appear at the confirmation hearing. A copy of the plan, if not enclosed, will be sent to you later, and if the confirmation hearing is not indicated on this notice, you will be sent notice of the confirmation hearing. The debtor will remain in possession of the property and may continue to operate the business, if any, unless the court orders otherwise.

12. Exempt property

The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors, even if the case is converted to chapter 7. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at <https://pacer.uscourts.gov>. If you believe that the law does not authorize an exemption that debtors claimed, you may file an objection by the deadline.

13. Discharge of debts

Confirmation of a chapter 13 plan may result in a discharge of debts, which may include all or part of a debt. However, unless the court orders otherwise, the debts will not be discharged until all payments under the plan are made. A discharge means that creditors may never try to collect the debt from the debtors personally except as provided in the plan. If you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4), you must file a complaint and pay the filing fee in the bankruptcy clerk's office by the deadline. If you believe that the debtors are not entitled to a discharge of any of their debts under 11 U.S.C. § 1328(f), you must file a motion by the deadline to object to the debtors' discharge or the dischargeability of certain debts.

Debtor Ty Joshua Kirkpatrick

Case number 24-62091-tmr13

| | |
|---|---|
| 14. Notice of Proposed Dismissal of Case | This case may be dismissed without further prior notice if (1) all plan payments are not current, (2) the debtors fail to complete the meeting of creditors set above, or (3) the debtors fail to timely file any documents and/or make fee payments as ordered by the Court, unless within 21 days of the date in line 6 either the debtor or trustee files a written objection to dismissal, setting forth specific grounds, and sends a copy to the non-filing party (i.e., debtors or trustee). |
| 15. Objection to Confirmation | A creditor wanting to object to any provision of the debtors' plan must file a written objection with the Court showing service on the debtors within 14 days after the meeting of creditors concludes. Filing a proof of claim rejecting the plan, or motion for relief from the automatic stay, will not be considered an objection to the confirmation. See Local Bankruptcy Rule 3015-3(c) for additional details concerning confirmation of Chapter 13 plans. |
| 16. Court Information and Legal Advice | Court Information is available at https://www.orb.uscourts.gov . For account numbers, etc. contact the debtor's attorney. Contact your own attorney with other questions and to protect your rights. The clerk's office staff is forbidden by law from giving legal advice. |

UNITED STATES BANKRUPTCY COURT

District of Oregon

In re
Ty Joshua Kirkpatrick
 Debtor(s)

} Case No. 24-62091-tmr13
 }
 } Filing Date: 9/17/24
 } Chapter 13 Initial Letter to Debtor
 }

IMPORTANT – Debtor(s) please read carefully:

1. **Meeting of Creditors.** Your petition under chapter 13 of the Bankruptcy Code was filed on the above date. A notice setting the time for your video meeting of creditors should also be in this envelope. You must attend and complete the meeting or the case may be dismissed. **Important Notes:** (1) This meeting will be held by Zoom video; and (2) You must provide a photo ID and proof of social security number to the trustee. For details, see paragraph 7 of the enclosed Notice of Chapter 13 Bankruptcy Case.
2. **Mailing Address.** You must keep the court, trustee, and your attorney advised in writing of any change in your mailing address until your case has been closed. All notices and orders will be mailed to the address on file with the court. Your failure to respond to notices or orders could result in dismissal, conversion of your case to a straight liquidation (chapter 7), or other serious consequences. A change of address form (Local Bankruptcy Form 101D) is available on the court's website at <https://www.orb.uscourts.gov> under the Forms Heading
3. **Pay Stubs or Earning Statements to Chapter 13 Trustee.** Do not file these documents with the court. Within 14 days following the filing of your bankruptcy petition you must provide to the chapter 13 trustee, at the address below, copies of all pay stubs, earnings statements, or other evidence of payment from any employer received within 60 days before the date of the filing of the bankruptcy petition.
4. **Tax Returns to Chapter 13 Trustee.** Not later than 7 days before the date first set for the meeting of creditors, you must provide a copy of your most recently filed federal income tax return (or a transcript of such return) to the chapter 13 trustee at the address listed below. You must also provide a copy of your most recently filed state income tax return (or a transcript of such return) to the chapter 13 trustee at the meeting of creditors. Do not file a copy with the court.
5. **The Chapter 13 Trustee** appointed in your case is: Naliko Markel, 400 E. 2nd Ave, Ste 200, Eugene OR, 97401, 541-343-1555.
6. **Education Requirement.** You will not receive a discharge unless you complete a debtor education course provided by an agency approved by the United States Trustee. You may obtain a list of authorized agencies at the court's web site at <https://www.orb.uscourts.gov>. On the home page under Other Resources, select Debtor Education Providers. You should file with a certificate of completion no later than 45 days after the date first set for your meeting of creditors.

******* PLEASE NOTE *******

This case may be dismissed without further notice if:

- (1) you fail to attend and complete the meeting of creditors;
- (2) all plan payments are not current at confirmation;
- (3) any document is not timely given to the trustee or filed; or
- (4) any filing fee installment is not fully paid on time.

Do not send cash or personal checks when making plan payments. Be sure to write your name and case number on all money orders and cashier's checks.

IMPORTANT – SEE OTHER SIDE FOR FURTHER INFORMATION

Please read carefully:

1. You must immediately notify the trustee if you become unemployed or change jobs.
2. You must not incur any further credit, purchase anything on time, or borrow any money without a court order or the trustee's written permission.
3. You are not to dispose of any of your property or allow a secured or other creditor to take or repossess property without the written authority of this court.
4. If for any reason you cannot make your plan payments when due, you should notify your attorney and the trustee immediately; otherwise, the trustee will definitely move to dismiss or convert your case.
5. The court mails notice of a meeting of creditors to each creditor listed with a valid address. If any creditor's address is incorrect, the notice might be returned to you with the undeliverable address(es), and the debts for those creditors may not be discharged. You should attempt to find a correct address for the creditor. If you find a correct address, you should mail a copy of the notice (and any other notice returned to you) to the creditor, and also notify the court of the creditor's correct address. If it was the court's mistake, you must notify us in writing immediately. To add or delete creditors, you must use Local Bankruptcy Form 728 available at <https://www.orb.uscourts.gov> under the Forms heading.

Dated: 9/17/24

Clerk, U.S. Bankruptcy Court

***** SEE OTHER SIDE FOR MORE INFORMATION *****

**In re
Ty Joshua Kirkpatrick**

Debtor(s)

Debtor's Address: 500 Ewe Creek Road
Grants Pass, OR 97526

} Case No. 24-62091-tmr13
}
}
} 341(a) WORKSHEET
}
} First Meeting Date: 11/7/24
}
}

Jt. Debtor's Address:

Attorney: Ty Joshua Kirkpatrick

Trustee: Naliko Markel

FAILED To Complete §341(a) Mtg: ()Debtor ()JT Debtor(Wife) () ATTY; AND THEREFORE
the TRUSTEE STATES THAT (CHECK at least ONE AND ALL that apply):

- () No further examination required of joint debtor who failed to complete meeting.
- () Commencement of dismissal procedure is appropriate.
- () Within 14 days trustee will submit form #750.3 (re: no dismissal).
- () Debtor(s) did not produce proper I.D. at/before continued hrg – UST should file motion.
- () 341 adjourned as further examination required by () trustee () creditor: _____.
- () Notice was given to all that 341 mtg adjourned to ____ (time), on _____ (date),
at the location of _____ FOR THE REASON THAT:

(NOTE: TRUSTEE ANNOUNCED NO WRITTEN NOTICE OF ADJOURNMENT WILL BE GIVEN, except to the debtor(s) and debtor(s)' attorney, by the clerk, if neither were present.)

() Notice of adjourned 341 mtg. required BECAUSE _____,
could NOT be announced BECAUSE _____

() Debtor's Change of Address:

() Jt. Debtor's Change of Address:

PERSONS ATTENDING MEETING

PRINT Your Name

PRINT Name of Person or Business You Represent

RECORDING REQUESTED BY:

Ty Kirkpatrick

**AND WHEN RECORDED MAIL
DOCUMENT
AND TAX STATEMENT TO:**

Ty Kirkpatrick
 560 NE F Street, Suite A#501
 Grants Pass, OR 97526
 (346) 717-6613

QUIT CLAIM DEEDTRA: 62-001APN: 143-302-027

The undersigned grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX \$ _____

computed on full value of property conveyed, or
 computed on full value less liens / encumbrances remaining at time of sale.
 Unincorporated Area City of Santa Ynez

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, I (We) Anthony Burnett
 Hereby remise, release and quitclaim a two thirds (2/3rds) undivided interest as a tenant in common to Ty J. Kirkpatrick in

The following described real property in the City of Santa Ynez, County of Santa Barbara, State of California.

LOT 61 OF TRACT NO. 10210, UNIT NO. 1, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER
 MAP RECORDED IN BOOK 57, PAGES 57 TO 61, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY
 RECORDER OF SAID SANTA BARBARA COUNTY.

DATED: 6-11-2024Name: Anthony Burnett

Anthony Burnett

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Oregon
 COUNTY OF Josephine

On 6 | 10 | 24 before me, Jauna L. Cole
 personally appeared Anthony Burnett

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: Jauna Lee Cole (SEAL)





Ty Kirkpatrick <consultingdirect08@gmail.com>

Active Bankruptcy

Ty Kirkpatrick <consultingdirect08@gmail.com>

Wed, Nov 6, 2024 at 11:41 AM

To: Missy Hileman <Missy@easystreetcap.com>, Ty Kirkpatrick <consultingdirect08@gmail.com>

Cc: foreclosure@entra-ds.com, Ty Kirkpatrick <consultingdirect08@gmail.com>

Missy,

It shocks me that you guys are choosing to go directly against a bankruptcy judge. I would suggest you stop the foreclosure for 1:00 p.m. due to the fact I am compliant with my case.

--

Ty J. Kirkpatrick
President

"Obedience to God is the application of faith, which is the key to Salvation"

Consulting Direct Inc.

346-717-6613 Direct Line

Consultingdirect08@gmail.com

PRIVILEGED AND CONFIDENTIAL

This communication is covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521 and contains information that is legally privileged, confidential and/or exempt from disclosure. This information is intended only for the use of the individual or entity named above. If the reader of this communication is not the intended recipient, you are hereby notified that any dissemination, distribution, use or copying of this communication or the information contained herein, in whole or in part, is strictly prohibited. If you have received this communication in error, please immediately notify us and destroy all copies of this communication in your possession. Thank you.

4 attachments

[Order Granting Motion -13 Plan.pdf](#)
24K

[Bankruptcy-Notice of Filing.pdf](#)
176K

[Case Status.pdf](#)
305K

[Case Summary.pdf](#)
160K

U.S. BANKRUPTCY COURT

DISTRICT OF OREGON

F I L E D

November 5, 2024

Clerk, U.S. Bankruptcy Court

Below is an order of the Court.



Thomas M. Rea
U.S. Bankruptcy Judge

PRSO (12/21/12) cal

UNITED STATES BANKRUPTCY COURT
District of Oregon

In re
Ty Joshua Kirkpatrick
Debtor(s)

)
) Case No. **24-62091-tmr13**
)
) ORDER GRANTING MOTION
)
)

IT IS ORDERED that the following motion is hereby approved as filed:

ECF No. 32 Motion to Extend Time to File Missing/Conversion Documents filed via Public Document Upload Filed by Debtor Ty Joshua Kirkpatrick (cal)

Missing Documents are due by 11/14/2024.

###

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed on 09/17/2024 under Chapter 13 of the United States Bankruptcy Code, and entered on 09/17/2024 at 2:35 PM.

Ty Joshua Kirkpatrick
500 Ewe Creek Road
Grants Pass, OR 97526
346-717-6613
SSN / ITIN: xxx-xx-0959



The bankruptcy trustee is:

Naliko Marketel
Office of the Standing Chapter 13 Trustee
400 E. 2nd Ave
Ste 200
Eugene, OR 97401
541-343-1555

The case was assigned case number 24-62091-tmr13 to Judge Thomas M Renn.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <https://ecf.orb.uscourts.gov> or at the Clerk's Office, 405 E 8th Ave #2600, Eugene, OR 97401., or at <https://ecf.orb.uscourts.gov> with a PACER login which may be obtained at <http://www.pacer.gov>.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

U.S. Bankruptcy Court

| PACER Service Center | | | |
|----------------------|----------------|--------------|--|
| Transaction Receipt | | | |
| 11/06/2024 11:36:43 | | | |
| PACER Login: | Tkirkpatrick38 | Client Code: | |

| | | | |
|-----------------|------------------|------------------|----------------|
| Description: | Notice of Filing | Search Criteria: | 24-62091-tmr13 |
| Billable Pages: | 1 | Cost: | 0.10 |

24-62091-tmr13 Ty Joshua Kirkpatrick**Case type:** bk **Chapter:** 13 **Asset:** Yes **Vol:** v **Bankruptcy Judge:** Thomas M Renn**Date filed:** 09/17/2024 **Date of last filing:** 11/05/2024**Debtor dismissed:** 10/10/2024

History

| Doc. No. | Dates | Description |
|----------|---|---|
| | <i>Filed & Entered:</i> 09/17/2024 | ● Commencement of Case |
| 1 | <i>Filed & Entered:</i> 09/17/2024 | ● Case Filed via Public Document Upload or eSR |
| 2 | <i>Filed & Entered:</i> 09/17/2024 | ● Voluntary Petition (Chapter 13) |
| 3 | <i>Filed & Entered:</i> 09/17/2024 | ● Statement of Social Security Number (OF 121) |
| 4 | <i>Filed & Entered:</i> 09/17/2024 <i>Terminated:</i> 09/17/2024 | ● Application to Pay Filing Fees in Installments |
| 5 | <i>Filed & Entered:</i> 09/17/2024 | ● Meeting (AutoAssign Chapter 13) |
| 6 | <i>Filed & Entered:</i> 09/17/2024 | ● Order on Motion to Pay Filing Fees in Installment(s) |
| 7 | <i>Filed & Entered:</i> 09/17/2024 | ● Order and Notice Re: Time to File Documents |
| | <i>Filed & Entered:</i> 09/18/2024 | ● Notice of Debtor's Prior Filings |
| 8 | <i>Filed & Entered:</i> 09/19/2024 | ● Notice of Bankruptcy Case |
| 9 | <i>Filed & Entered:</i> 09/19/2024 | ● BNC Certificate of Notice - Generic |
| 10 | <i>Filed & Entered:</i> 09/19/2024 | ● BNC Certificate of Notice - Generic |
| 11 | <i>Filed & Entered:</i> 09/23/2024 | ● Correspondence |
| 12 | <i>Filed & Entered:</i> 10/10/2024 <i>Terminated:</i> 10/16/2024 | ● Order Of Dismissal and Administratively Closing Case |
| 13 | <i>Filed & Entered:</i> 10/12/2024 | ● BNC Certificate of Notice - Generic |
| 14 | <i>Filed & Entered:</i> 10/15/2024 | ● Final Installment Fee Payment. |
| 15 | <i>Filed & Entered:</i> 10/15/2024 | ● Memorandum Re: Installment Fees Received in Closed Case |
| 16 | <i>Filed & Entered:</i> 10/15/2024 | ● Motion to Reopen Chapter 13 Case |

| | | | |
|-----------|-----------------------------|------------|---|
| | <i>Terminated:</i> | 10/16/2024 | |
| 18 | <i>Filed & Entered:</i> | 10/15/2024 | ● Receipt of Filing Fee (OTC auto) |
| 19 | <i>Filed & Entered:</i> | 10/15/2024 | ● Receipt of Final Filing Fee Installment |
| <u>23</u> | <i>Filed:</i> | 10/15/2024 | ● Certificate of Credit Counseling Briefing and any Resulting Debt Repayment Plan |
| <u>20</u> | <i>Filed & Entered:</i> | 10/16/2024 | ● Order on Motion to Reopen Chapter 13 Case |
| <u>21</u> | <i>Filed & Entered:</i> | 10/16/2024 | ● Order Adjourning 341(a) Meeting |
| <u>22</u> | <i>Filed & Entered:</i> | 10/17/2024 | ● BNC Certificate of Notice - Generic |
| <u>24</u> | <i>Filed & Entered:</i> | 10/18/2024 | ● BNC Certificate of Notice - Generic |
| <u>25</u> | <i>Filed & Entered:</i> | 10/18/2024 | ● BNC Certificate of Notice - Generic |
| <u>26</u> | <i>Filed & Entered:</i> | 11/01/2024 | ● Motion to Extend Time File Missing/Conversion Documents |
| | <i>Terminated:</i> | 11/01/2024 | |
| <u>27</u> | <i>Filed & Entered:</i> | 11/01/2024 | ● Order Extend Time File Missing/Conversion Documents |
| 28 | <i>Filed & Entered:</i> | 11/01/2024 | ● Receipt of Filing Fee (OTC auto) |
| <u>29</u> | <i>Filed & Entered:</i> | 11/03/2024 | ● BNC Certificate of Notice - Generic |
| <u>30</u> | <i>Filed:</i> | 11/04/2024 | ● Missing Documents Filed |
| | <i>Entered:</i> | 11/05/2024 | |
| <u>31</u> | <i>Filed:</i> | 11/04/2024 | ● Chapter 13 Statement of Current Monthly and Disposable Income |
| | <i>Entered:</i> | 11/05/2024 | |
| <u>32</u> | <i>Filed & Entered:</i> | 11/05/2024 | ● Motion to Extend Time File Missing/Conversion Documents |
| | <i>Terminated:</i> | 11/05/2024 | |
| <u>33</u> | <i>Filed & Entered:</i> | 11/05/2024 | ● Order Extend Time File Missing/Conversion Documents |

| | | | |
|-----------------------------|-------------------|-------------------------|---------------------------------|
| PACER Service Center | | | |
| Transaction Receipt | | | |
| 11/06/2024 11:38:20 | | | |
| PACER Login: | Tkirkpatrick38 | Client Code: | |
| Description: | History/Documents | Search Criteria: | 24-62091-tmr13 Type: History |
| Billable Pages: | 1 | Cost: | 0.10 |

24-62091-tmr13 Ty Joshua Kirkpatrick

Case type: bk **Chapter:** 13 **Asset:** Yes **Vol:** v **Bankruptcy Judge:** Thomas M Renn

Date filed: 09/17/2024 **Date of last filing:** 11/05/2024

Debtor dismissed: 10/10/2024

Case Summary

Office: Eugene

Filed: 09/17/2024

County:

JOSEPHINE-OR

Fee: Paid

Origin: 1

Previous term:

10/10/2024

Terminated:

Debtor discharged:

Reopened: 10/16/2024

Converted:

Debtor dismissed: 10/10/2024

Confirmation hearing: 01/14/2025

Joint: n

Original chapter: 13

Current chapter: 13

Debtor disposition: Dismissed for Failure to File Information

Nature of debt: business

Pending status: Awaiting Confirmation of Plan, Case Reopened

Flags: DBFINMGMT, DOMSUPPCERT, REOPENED

Trustee: US Trustee, **City:** Eugene **Phone:** (541) **Email:**

Eugene 465-6330 USTPRegion18.EG. ECF@usdoj.gov

Trustee: Naliko **City:** Eugene **Phone:** 541-
Markel 343-1555 **Fax:** 541-343-5420

Email:
ecf@eugene13.com

Party 1: Kirkpatrick, Ty Joshua (Debtor)

SSN / ITIN: xxx-xx-0959

Location of case

files:

Volume: CS1

Case file is available for review.

| PACER Service Center | | | |
|------------------------|----------------|-------------------------|----------------|
| Transaction Receipt | | | |
| 11/06/2024 11:39:49 | | | |
| PACER Login: | Tkirkpatrick38 | Client Code: | |
| Description: | Case Summary | Search Criteria: | 24-62091-tmr13 |
| Billable Pages: | 1 | Cost: | 0.10 |